

# Discover Travel Shop & P&O Cruises

## Terms and Conditions

**Discover the World Marketing Travel Pty Ltd (DWM)** trading as Discover Travel Shop (DTS) is not itself a carrier or hotelier nor do we carry on business as an airline, a shipping company, a coach or bus company, a railway, a hotelier or provider of any kind of transport or accommodation. DTS is an agent only and exercises every care in the selection of reputable airlines, shipping companies, coach and bus operators, railways, hoteliers, and other suppliers of the various travel and associated services which are used on these tours. It is important to note therefore that all bookings made by DTS on behalf of passengers are subject to the terms and conditions and limitations of liability imposed by such airlines, shipping companies, coach and bus companies, railway, hoteliers and other service providers whose services are utilised, most of which limit or exclude liability in respect of death, personal injury and delay and loss of or damage to property including baggage.

DTS strongly recommends that you check the terms and conditions in your contract with the airline, shipping, coach and/or bus companies concerned before making the booking, as you will be bound by them once you have paid the earlier of your booking deposit or the tour price.

DTS also strongly recommends that you take our comprehensive travel insurance against those and other risks (see point 12 below). DTS always does its best to make sure that your holiday arrangements are satisfactory and DTS accepts liability for, but only to the extent of, any loss or damage sustained by you as the result of our negligence or that of our employees. However, DTS does not accept any liability whatsoever of nature for the acts, omissions or defaults whether negligent or otherwise of any such airline, shipping company, coach or bus company, railway, hotelier, or other person providing services in connection with your holiday pursuant to a contract between any one of them and yourself (which may or may not be evidenced in writing by the issue of a ticket, voucher, coupon or the like). NOTE: Nothing in the provisions of this clause shall diminish, vary or reduce any right or remedy which you may have by virtue of the provisions of the Australian Trade Practices Act or any other applicable consumer protection legislation.

### Introduction

These are the Terms & Conditions under which you book and travel on any P&O Cruises product we sell you. You are bound by these 'Terms & Conditions', so it is important that you read them carefully. We/Our/Us means Carnival plc, trading as P&O Cruises and, where the context permits, includes the Carrier. In selling you cruises and issuing you tickets, Carnival plc acts as a sales agent for P&O Cruises.

You are entering into this contract with Carnival plc trading as P&O Cruises, ARBN 107 998 443. Certain laws such as the Trade Practices Act 1974 (Cth) and any applicable state based consumer legislation (from here known as 'consumer laws'), are in place for your protection. They are designed to ensure the services provided by us (and, where applicable, the Carrier), are provided with due care and skill and are reasonably fit for a holiday. These Terms & Conditions do not alter any protection given to you by consumer laws.

All prices are correct at the time of publication and are quoted in Australian dollars.

### Your agreement with the Cruise Line

When you first make a payment towards your cruise holiday, you accept DTS & our Terms & Conditions on behalf of all passengers in the booking. Once we have received a payment, an agreement on these Terms & Conditions becomes effective between all passengers in the booking, Carnival plc and, where applicable, the Carrier.

### Fare types

When you holiday with P&O Cruises you can choose to purchase a Full Fare or one of our Discounted Fares. Passengers who purchase a Full Fare enjoy more flexible payment and cancellation conditions. Please refer to the Payment and Cancellation sections below.

### Payments

Once you have decided on your holiday, we will need a deposit to secure your booking. It is essential that

deposits are received by us within 3 days from when the booking is made. If payment is not received within this time, our system will automatically cancel your booking.

|   | Fare type        | World Voyages | All other Cruises |
|---|------------------|---------------|-------------------|
| Deposit amount (from total fare price)                | All fares        | 10%           | 10%               |
| Final payment due (number of days prior to departure) | Discounted fares | 100           | 85                |
| Final payment due (number of days prior to departure) | Full fares       | 55            | 40                |

Please note, all passengers within a booking must travel on the same fare type. It is essential that you make final payment by the due date and in accordance with the fare type you have purchased. If payment is not received, bookings will be automatically cancelled and our 'Cancellation & Refunds' policy will apply. If you are making a booking within the 'final payment due' period of your selected cruise, full payment is required at the time of booking.

### **Travel insurance**

We strongly recommend you purchase appropriate international travel insurance at the time you pay your deposit. If you do not purchase travel insurance, you will not be able to claim for any cancellation charges, medical costs, repatriation and other expenses that may arise if things do not go according to plan.

### **Cancellation & Refunds**

Although we would love to see you on board, we understand that plans can change. Should you need to cancel your holiday, we ask that you notify your Travel Agent or our Customer Service Team at your earliest convenience. The refund or cancellation charge that will be payable depends on the amount of notice you give us and the fare type you have purchased, as follows:

| Days prior to departure | Cancellation Charge           |
|-------------------------|-------------------------------|
| Discount Fares          |                               |
| 71 Days or more         | Deposit amount + any fees*    |
| 70 - 43 Days            | 25% of total fare + any fees* |
| 42 - 15 Days            | 50% of total fare + any fees* |
| 14 Days or less         | 100% of total fare            |
| Full Fares              |                               |
| 31 Days or more         | Full refund + any fees*       |
| 30 - 22 Days            | 25% of total fare + any fees* |
| 21 - 15 Days            | 50% of total fare + any fees* |
| 14 Days or less         | 100% of total fare            |

\*Additional fees charged by other suppliers or Discover Travel Shop will be passed on to the passenger.

### **Changing your cruise holiday**

Please note, if you choose to change your booking to a different cruise, or to a different sector of a World Voyage, it will be considered as a cancellation of your original booking. In this instance, our cancellation charges, as per our Cancellation & Refunds policy, will apply.

### **Your fare**

Your fare is determined by the fare type, the number of passengers in your stateroom, its location on the ship, the amenities offered, port charges, government taxes, any airfares including taxes and fees, any transfers and any hotel accommodation. Child fares, where applicable, only apply when children occupy the 3rd or 4th bed in a stateroom.

### **Fare changes**

Once booked, your fare is only subject to any increased taxes, which will be added to the fare or to your on board account. Sometimes we will release promotional fares. These can be offered and withdrawn at any time. If you decide to change to one of these promotional fares, you will need to cancel your existing booking and our Cancellation & Refunds policy will apply.

### Stateroom changes

We reserve the right to change the stateroom allocated to you at any time at our discretion. In addition, when a booking is made as a 'Guarantee' it will be berthed at our discretion and allocated a stateroom in the grade booked or higher at a later date.

### Fuel supplement

We may elect to impose a fuel supplement at any time, which will apply to new bookings only. The total price quoted to you at the time of booking will be inclusive of any applicable fuel supplement.

### Booking changes & ticket requests

Once you have made your booking, please check your invoice, 'Cruise Personaliser', or with your Travel Agent to ensure the details are correct. Should you need to make changes to your booking or request tickets, the following administration charges will apply:

| Changes/requests                          | Our charge | Additional charges  |
|---|------------|---|
| Spelling correction<br>(per person)       | \$0        | All changes and requests are subject to the supplier charges and DTS charges. |
| Replacement<br>passenger*<br>(per person) | \$25       | All changes and requests are subject to the supplier charges and DTS charges. |
| Re-issue of ticket<br>(per request)       | \$25       | All changes and requests are subject to the supplier charges and DTS charges. |

\*One original passenger from the booking must always remain in the stateroom. If the cancelling passenger was the only person that qualified the booking for a promotional fare (eg: past passenger fare), additional and remaining passengers will no longer be entitled to this promotional fare. The booking will revert to a different fare and the remaining passengers will need to pay the difference in cost, if any.

### Pregnancy

We are unable to accept any passengers who will have entered their 24th week or later of pregnancy by the end of the cruise.

### Minimum age to travel

To ensure suitable supervision there needs to be at least one passenger 18 years or older in each stateroom. Passengers under the age of 18 years must travel with a parent or guardian over the age of 21 years. We welcome children 12 months and over to cruise with us, except on Arcadia and Artemis, which are dedicated to adults over 18 years of age. We are unable to accommodate infants less than 12 months due to limited neo-natal facilities on board. Please note, infants aged 6 months and over are permitted to travel on selected cruises, please enquire at the time of booking.

### Children

Parents/guardians are responsible for children at all times. Children under the age of 16 years must not be left unaccompanied on the ship whilst visiting a port of call. Infants aged between 6 months and 2 years must remain with their parent/guardian at all times. If a child displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/guardian and child.

### Requirements to travel

Passports, visas and vaccinations are your responsibility. Without the necessary passport, visas and/or vaccinations local authorities may deny you boarding, prevent you from going ashore, issue a fine or deny the ship entry into the port.

Passports are required and must be valid for a minimum of 6 months beyond the date of the cruise return. In addition, travel on our cruises will not revalidate an Australian re-entry visa.

### Illicit items

To ensure a safe and enjoyable holiday for all our passengers, it will be necessary for our staff and others parties, such as port and government agencies, to search you and your luggage. You agree to allow such searches. We can deny boarding or disembark any person in possession of any weapons or illicit substances.

## **Alcohol & gambling**

We are committed to the responsible service of alcohol. There may be times when we consider it appropriate to refuse the service of alcohol to a passenger for any reason. Any alcohol purchased ashore may be collected at the gangway for safe keeping and will be returned to you on the last day of your cruise. Passengers must be 18 years of age or older to purchase and drink alcohol or gamble on board P&O Cruises ships at all times. Passengers aged 16 and 17 years may be bought beer, cider or wine to drink with a meal in the restaurants when accompanied by an adult. Government issued photo identification may be requested.

## **Your health**

We care about the health and safety of our passengers. To assist, please advise us at the time of booking if you have any condition that requires medical attention, medication or special treatment. We may also ask you to complete a health questionnaire. If a passenger has a condition that we decide may seriously affect the enjoyment, health or safety of themselves or any other person on board, we can refuse or cancel a booking, where necessary. We will give reasonable consideration when reaching this decision and will advise you

as soon as possible. Provided you have given us all relevant information about the condition at the time of booking, you will be entitled to a full refund if we cancel your booking on the basis of this condition.

## **On board Medical Centre**

Each ship has a Medical Centre that is staffed by registered doctors and nurses, who are available during scheduled times to provide medical care for everyone on board. They are also available 24 hours a day, 7 days a week for medical emergencies. Our Medical Centre is only for medical needs arising on board and cannot cater for treatments that you know you will require while on holiday.

We are not a healthcare provider and may not be held liable for the sickness, injury or death of any passenger arising from any advice, treatment, care, services or any omission by medical staff. These medical providers exercise their own medical judgement and expertise.

## **On board medical charges**

All cruises on our ships are outside the scope of Australian Medicare, New Zealand Accident Compensation Corporation (ACC) and private health insurance. Consultations, treatments and medications are charged at private rates in Pounds Sterling and must be paid by you and claimed through your travel insurance.

## **Other service providers**

While we specialise in cruising holidays, you may choose to book other services such as flights, accommodation, transfers and shore excursions. We will assist you in making these arrangements; however, we act only as a booking agent. The service providers are solely responsible for the information and service offered and their conditions will apply. Where we arrange these services for you, we will assist in addressing any concerns you may have.

Any arrangements made by or for you are your responsibility and entirely at your own risk.

## **Ship & itinerary changes**

We will do everything we reasonably can to make sure everything goes according to plan; however, sometimes changes can happen that may affect your holiday experience. This could include weather, mechanical difficulties, civil unrest or any other unforeseen circumstances. In addition, we may charter all or part of the ship or remove the ship from service where this becomes necessary. We may change the itinerary, ship or cancel the cruise due to operational or commercial requirements.

We will notify you of these changes as soon as we can. Where we cancel a cruise or make a significant change to the ports in your itinerary prior to departure, you will have the choice of:

- The new itinerary;
- An alternative cruise of comparable standard, if available; or
- Cancelling the cruise for a full refund of your fare paid. If we are required to change the itinerary or cancel the cruise due to safety, maritime law, severe weather or to protect human life or health, we are not required to provide any compensation. With this in mind, please do not make any important arrangements or meetings based on the proposed itinerary.

**Rights of the Captain**

If a passenger seriously affects the safety, well-being or enjoyment of themselves or any other person on board, the Captain has the right to confine, sedate or disembark the passenger. In such cases, we are not responsible for any expenses including your return home. In addition, you will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, you accept that the safety, well-being and enjoyment of everyone on board comes first.

**Leaving the cruise early**

If you are required or choose to leave the cruise for any reason, we are not responsible for any expenses, including your return home. This also applies if you do not return to the ship after a port visit in time for sailing. If we assist you with any costs, you will need to repay us on your return. In addition, you will not be entitled to any refunds.

**Legal matters**

In the unlikely event you have reason to take legal action, you agree to use all reasonable efforts to bring the issue to our attention as soon as possible.

Where permitted by consumer laws and other laws, we shall not be liable for:

- Loss of, or damage to, any luggage or other belongings
- Sickness, injury or death, unless caused by our proven negligence. In addition, our liability will be reduced in proportion to any negligence or fault on your part.

This contract is governed by the laws of New South Wales. You agree that any action you bring against us will be heard in New South Wales, unless consumer laws allow you to bring an action elsewhere in Australia. You agree only to bring action against Carnival plc and not P&O Cruises or any of Carnival plc's other related bodies corporate as defined in the Corporations Act 2001 (Cth), or any other person involved or connected with the ship.

**You agree that**

Carnival plc holds the benefit of this promise for itself and also on behalf of the other parties it is intended to protect. If you do take action against any of those parties you will be required to compensate for the full amount of the actual damage or loss sustained, and any costs and expenses incurred by Carnival plc and the other person or persons against whom you claim.

**Privacy**

Privacy laws safeguard your personal details.

**Personal information**

During the booking process and your cruise holiday, we ask for information about you. We collect this information so you receive the highest level of personalised service. After your holiday, your information is stored so we can inform you of any special offers or obtain feedback. If you do not wish to receive such offers or be contacted to provide feedback, please let us know. We may also be required to pass your information onto various third parties such as immigration officials, service providers and insurers.

If you consult the medical staff on board, any information shared with them may be made available to relevant people within our own organisation and also externally to medical specialists, insurance providers and our professional advisers.

**Security cameras**

For the safety and security of our passengers and crew, we use Closed Circuit Television (CCTV) to monitor and record public areas on board all our ships. If necessary, this footage may be viewed by our own personnel, advisers and external parties with a relevant interest. We are not responsible for any consequences arising from the viewing or other use of this footage.

If you would like to access your personal information or obtain a copy of our privacy policy, please contact our Customer Relations Department on: Telephone: 1800 127 384 (Australia) 0800 444 740 (New Zealand)

Post: PO Box 2006

North Sydney, NSW 2059

Australia

Email: [privacy@pocruises.com.au](mailto:privacy@pocruises.com.au)